

Arizona Early Childhood Development and Health Board 4000 North Central, Suite 800 Phoenix, Arizona 85012

**Physican Outreach and Education**Statewide

**Request for Grant Application (RFGA)** 

FTF-STATE-10-0230-00

| Deadline                      | Grant Applications shall be submitted on or before 3:00 p.m. (Arizona MST) on October 27, 2009 at First Things First, 4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012.  |  |  |
|-------------------------------|--|--|--|
| Procurement<br>Guidelines     | In accordance with A.R.S §41-2701, competitive sealed grant Applications for the services specified within this document will be received by First Things First at the above-specified location until the time and date cited. Grant Applications received by the correct time and date will be opened and the name of each Applicant will be publicly read.                         |  |  |
|                               | Grant Applications must be in the actual possession of First Things First on or prior to the exact time and date indicated above. Telefaxed, electronic, or late grant Applications <a href="mailto:shall">shall</a> not be considered.  |  |  |
|                               | Grant Applications must be submitted in a sealed envelope with the RFGA Number and the Applicant's name and address clearly indicated on the envelope.   |  |  |
|                               | All Applications must be typewritten and a complete grant Application returned along with the offer by the time and date cited above. Additional instructions for preparing a grant Application are included within this document.   |  |  |
|                               | Applicants are strongly encouraged to read the entire Request for Grant Application document carefully.  |  |  |
|                               | It is the sole responsibility of Applicants to check the First Things First website for any changes to this RFGA, http://azftf.gov.  |  |  |
| Pre-Application<br>Conference | Prospective Applicants are encouraged to attend a Pre-Application Conference on September 22, 2009 at 10:00 a.m. at First Things First, 4000 N. Central Ave., Suite 800, 8 <sup>th</sup> floor Board Room in Phoenix, Arizona. The purpose of the meeting is to discuss and clarify this Request for Grant Application.  |  |  |
| Special<br>Accommodations     | Persons with a disability may request reasonable accommodation such as a sign language interpreter by contacting the Grants and Contracts Procurement Specialist at <a href="mailto:grants@azftf.gov">grants@azftf.gov</a> or via Fax (602) 265-0009. Requests should be made as early as possible to allow time to arrange the accommodation.                                       |  |  |
| Contract<br>Information       | Service: First Things First Statewide Funding Contract Type: Cost Reimbursement Contract Term: The effective date of this Contract shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form and shall remain in effect until June 30, 2010, unless terminated, cancelled or extended as otherwise provided herein. |  |  |
| Contact<br>Information        | Grants and Contracts Procurement Specialist First Things First Fax: (602) 265-0009 Email: grants@azftf.gov   |  |  |



#### **CERTIFICATION**

#### TO THE STATE OF ARIZONA, ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD:

If awarded a grant, the Undersigned hereby agrees to all terms, conditions, requirements and amendments in this request for grant Application and any written exceptions, as accepted by the Arizona Early Childhood Development and Health Board in the Application.

| APPLICAI   | NI OFFER   |  |  |
|--|--|--|--|
| Arizona Transaction (Sales) Privilege Tax License No.:   | Name of Point of Contact Concerning this Application:  |  |  |
|  | Name:  |  |  |
| Federal Employer Identification No.:   | Phone: Fax:  |  |  |
|  | E-Mail:  |  |  |
| Name of Applicant  | Signature of Person Authorized to Sign Offer   |  |  |
| Address  | Printed Name   |  |  |
| City State Zip   | Title  |  |  |
| By signature in the Offer section above, the Applicant co  | ertifies:  |  |  |
| <ul> <li>11246, State Executive Order 99-4 or A.R.S. §41-1461 through §</li> <li>The Applicant has not given, offered to give, nor intends employment, gift, loan, gratuity, special discount, trip, favor, of the special discount of the special dis</li></ul> | or Applicant for employment in violation of Federal Executive Order §1465.  to give at any time hereafter any economic opportunity, future or service to a public servant in connection with the submitted offer. equired by this clause shall result in rejection of the offer. Signing the |  |  |
| The Application is hereby accepted. The Applicant is now bo  |  |  |  |
| Arizona Early Childhood Deve   |  |  |  |

Jeanne Weeks, Grants and Contracts Procurement Specialist

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# What is the Arizona Early Childhood Development and Health Board (First Things First)?

In November 2006, Arizona voters passed Proposition 203, also known as **First Things First**, a citizen's initiative that funds quality early childhood development and health at the state and local level. The Proposition created a new state level board known as the Arizona Early Childhood Development and Health (AzECDH) Board, also known as the Board of First Things First, and the Regional Partnership Councils.

#### First Things First Mission

The mission of First Things First is to increase the quality of, and access to, early childhood programs that will ensure a child entering school arrives healthy and ready to succeed. This mission will principally be achieved through regional grants tailored to the specific needs and characteristics of the communities that the regions serve, with a focus on demonstrating improved outcomes around First Things First's six goal areas prioritized by the challenges the regions face. This mission is also accomplished through statewide initiatives that have been prioritized by the Board of First Things First.

This statewide policy and regional perspective are critical to the success of the First Things First mission. Early childhood development and health system initiatives from First Things First will be coordinated through statewide initiatives and regional priorities.

#### First Things First Goal Areas

The First Things First initiative specifies that programs undertaken by the Arizona Early Childhood Development and Health Board and the Regional Partnership Councils are to accomplish one or more of the following Goal Areas:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increasing coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

# What is the Funding Source?

The First Things First initiative provides for the distribution of funding through both statewide and regional grants.

Of the monies expended in a fiscal year from the First Things First program account, no more than ten percent may be used to fund statewide grants or programs. Statewide programs are

considered those implemented across regional boundaries and are designed to benefit Arizona's children as a whole.

This Request for Grant Application is specifically dedicated to funding a Statewide program that will work in coordination with the Regional Partnership Council. Regional funding is based on the approval of the Regional Partnership Council funding plans submitted to the Board of First Things First. Funding for programmatic elements in this solicitation is provided from the participating Regional Partnership Councils and the infrastructure is being funded through Statewide program funds allocated by the Board of First Things First.

## Who is Eligible to Apply for this Funding Opportunity?

First Things First awards grants to:

- Non-profit 501 (c) (3) organizations providing services in Arizona (both secular and faithbased)
- Units of Arizona government (local, county and state entities as well as schools and school districts)
- Federally recognized Tribal governments or entities providing services within Arizona
- Arizona institutions of higher learning (colleges and universities)
- Private organizations providing services in Arizona

All potential Applicants must demonstrate organizational, fiscal and programmatic capacity to meet the requirements described in the scope of work listed in this RFGA.

# What is the Total Funding Amount Available in this Request for Grant Application?

This is a seven (7) month contract with an option for renewal for two (2) additional twelve (12) month periods. Total funds available are approximately \$270,000 for the first funding period. Funding available in year one is to include initial outreach and at least 50 practices. Renewal funding is estimated to be \$390,000 for 12 months with less focused outreach costs and at least 100 practices. In addition to the statewide estimates; there is an expectation that Regional Partnership Councils may build on these statewide numbers with additional funding through approved Funding Plans. First Things First reserves the right not to award the entire amount of available funds or to award an amount that is greater than the posted available funds. Renewal will be contingent upon satisfactory contract performance, evaluation and availability of funds. In order to ensure adequate coverage of First Things First requirements, it is anticipated that a single award will be made. Multiple awards may be considered; however, a single award is expected.

# Scope of Work: What Will This Grant Fund?

Physician outreach and education is a quality improvement strategy with the goal of assisting physicans in identifying the health system and practice procedures that need to change or be implemented that would result in consistent quality care for children in a medical home model. Physicians involved in a quality improvement strategy engage in activities that includes assessment of their health care delivery systems and development of a plan for improvement. They receive technical assistance and coaching as well as materials to support clinical practice

improvement. Support may also be provided through the formation of collaborative learning groups that commit to the quality improvement process. Additionally, some regions may wish to procure care coordination services and distribute incentives to encourage and support implementation of recommended medical home model of practices.

This strategy is particularly important to strengthening early identification of developmental delay and timeliness of intervention. Pediatricians and family physicians receive technical assistance related to procedures and best practices to elicit parents' concerns and perceptions through developmental screening using a standardized, validated tool. Additional support and education is provided around the development of systems that track children a physician refers for evaluation. Support is also provided to assist practices in identifying community resources that support child development based on the individual needs of the child and family. The importance of this component of the education and outreach strategy is heightened due to the current economic situation. As services change and the intervention system evolves, physicians will need support in understanding those changes and how to best provide information to families.

A key benefit of the physician outreach and education strategy is that it supports a medical home model of care. Through development of high quality assessment and follow up activities, physicians fully integrate practices that provide strong continuity of care for children and families.

#### Implementation Requirements:

Physician Outreach and Education implemented under this funding opportunity includes:

- Practice assessment and implementation plans to improve the delivery of preventive service such as immunizations, lead screening, anemia risk screening, tobacco risk exposure, sleep position risk identification, dental screening, vision screening, and screening for developmental delays in accordance with standards of preventive care.
- Practice assessment and implementation planning.
- On site education and coaching on enhanced use of parent assessments, parent education, and establishment of medical homes.
- Onsite technical assistance and coaching on establishing systems to track referrals to appropriate health care specialists or other recommended health and social services in the community.
- Onsite technical assistance and coaching to help establish systems and mechanisms to track referrals and follow-up to appropriate early intervention services including, but not limited to the Arizona Early Intervention Program (AzEIP).
- Information about referral pathways and intervention services when developmental and physical delays are identified.
- Establishment, when feasible, of a physician practice learning collaborative to identify barriers to quality practice and achieve practice-based quality improvement.
- Integration of lessons learned and best practices in physician continuing education programs.

- Collaboration with the Arizona Early Intervention Program (AzEIP), Arizona Department of Education, Arizona Department of Health Services and AHCCCS regarding early screening, referral, and follow-up.
- Advocacy efforts supporting insurance coverage that includes reimbursement for early screening using standardized, validated screening tools.
- In some regions, procurement of care coordination services to support and facilitate access to other health and social services within the community for children and their families.
- In some regions, distribution of incentives to assist with implementation of a medical home model.

If implementing a national model, it is expected that evaluation tools within that model will be utilized in addition to collecting required performance measure data. Expenses for the evaluative staff time should be included in the applicant's budget request. For budgeting purposes, average costs have been estimated at per participant, with a range of per participant. A reasonable estimate to fund a comprehensive physician outreach and education project described above would be \$6,000 per practice and could include items such as printing of educational materials, outreach necessary for program development, and staff expenses. It is expected that this amount will be less in subsequent years of funding.

Applicants should describe the educational background and experience of all staff participating in physician outreach and education. Preference will be given to those who are trained physicians, health practitioners or health administrators, and/or those who have extensive background and experience in physician training or practice improvement processes. This Request for Grant Application is seeking Applicants to address these specific Goals and Key Measures:

#### First Things First Goal Area to be addressed:

Health

#### First Things First Goals to be addressed:

• FTF will coordinate and integrate with existing education and information systems to expand families' access to high quality, diverse and relevant information and resources to support their child's optimal development.

## First Things First Key Measures to be addressed:

- Percentage of families with children birth through age five who report they are satisfied with the accessibility of information and resources on child development and health.
- Percentage of families with children birth through age five who report they are competent and confident about their ability to support their child's safety, health, and well-being.

Coordination and collaboration with all FTF grantees is critical to developing a seamless service delivery system for children and families. Services and programs cannot be implemented in isolation and coordination and collaboration must occur with First Things First Regional

Partnership Councils. FTF staff and Regional Councils will identify opportunities for collaboration and coordination with successful Applicants that become grantees of First Things First. As appropriate, the successful Applicant will be required to participate in First Things First meetings and workgroups. The successful Applicant will also be required to share data with First Things First and the Regional Partnership Councils that will be used for cross-regional analysis.

Any evaluation should be directly connected to the Goals, Key Measures, and Performance Measures and should determine the extent to which the program has accomplished the stated goals and key measures. The evaluation should also measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses of the implementation. Successful Applicants agree to participate in the First Things First evaluation and will meet the requirements of the evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission (through the First Things First secure web portal) of performance measures and other evaluation data as proposed by the Applicant in this Request for Grant Application.

Performance measure data must be submitted in its raw form (e.g., number of children served / proposed service number = 52 actual children served / 50 proposed service number).

Successful Applicants are also required to collaborate with the First Things First longitudinal evaluation. The provider must participate in child assessment activities associated with the longitudinal evaluation including tracking and reporting to First Things First data pertaining to participant attendance, enrollment, and demographic information; all of which must be maintained in a secure and anonymous manner. In addition, Applicants agree to allow First Things First and evaluation consultants of First Things First to observe program activities on-site and obtain parent consent for data collection related to evaluation efforts.

Performance Measures are defined by First Things First to determine the key impacts of the strategies, programs and approaches being implemented. Applicants are expected to collect and report data to First Things First on the progress of achieving the Performance Measures. Performance Measures for purposes of this RFGA are as follows:

#### **Performance Measures:**

- Total number of physician practices receiving practice improvement support
- Total number of physicians within practices receiving practice improvement support
- Total number of physician practices involved in practice improvement that identify as a medical home.
- Number of physicians participating in practice improvement that consistently utilize a validated, standardized, validated developmental screening tool for developmental screening.
- Number of physicians that complete a practice improvement plan.
- Average number of encounters per practice that are participating in the program.

# **How Will Applications be Evaluated?**

The review committee will evaluate Applications and recommend those for an award based on the following criteria:

| • | Capacity of the Applicant for Addressing Needs | (20%) |
|---|--|-------|
| • | Addressing Goals and Key Measures              | (5%)  |
| • | Proposed Program or Strategy                   | (25%) |
| • | Implementation Activities                      | (25%) |
| • | Resource and Budget                            | (10%) |
| • | Evaluation Plan                                | (15%) |

Those Applicants not selected for funding will be notified in writing; however, pursuant to A.R.S. §41-2702 (E), all Applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.

# **Application: Responding to the Scope of Work**

To complete your Application, restate the question then provide a response to all numbered questions, one through 31. If the narrative response is accompanied by a completed attachment, please reference that attachment within your narrative response, where applicable.

# **Executive Summary** (required – 1 page overview)

1. Provide a one (1) page narrative overview of the proposed project that includes a brief summary of the program or strategy, how it will be implemented, and the Applicant's capacity to implement this program and how success and outcomes will be measured.

#### Capacity for Addressing the Needs (20%)

This component creates a foundation for the proposal by focusing on: meeting the needs and building on assets; other individuals or groups who will play a role in the development or implementation of the program; and the capacity of the Applicant to meet the need and deliver the services.

Applicants must address Capacity for Addressing the Needs by completing the following questions and attachments, when applicable:

- 2. In addition to the stated needs and assets information reported in the Scope of Work section, identify any additional needs and assets data that supports the need/gap in service for the proposed program/strategy. Identify the sources of the data and how that data was collected.
- 3. Complete the First Things First Standard Data Collection Form (Attachment A). No additional narrative is required.
- 4. Provide a brief narrative description of your organization's capacity to address the needs and improve assets with similar programs previously implemented in Arizona. Provide examples of experience in implementing related programs and the outcomes of those

- programs, It should be noted that past performance on any grants may be taken into consideration in evaluation of your proposals. (In addition to the narrative, please complete Applicant's Experience, Attachment B.)
- 5. In order to implement the program or strategy, what capacity or infrastructure building will be needed? Describe any external agency partnerships, additional resources, establishing or strengthening relevant relationships with consultants or providers necessary to successfully implement the program or strategy, including entities that are currently providing outreach for this target group.
- 6. Based on the Regional Partnership Council's ability to expand these services within regional areas, please describe your organization's ability to increase services as necessary to meet all future additional service request needs of the Regional Partnership Councils.
- 7. Describe any current or planned linkages to Regional Partnership Councils or other First Things First funded programs in the implementation of the proposed strategy/program.
- 8. As a First Things First funded initiative, it is expected that each grantee would prominently display the First Things First logo on all materials. In addition to this requirement, how would you ensure that all sub-grantees and participants are aware that this will be a First Things First program?
- 9. Provide a brief narrative description of staff accountabilities and qualifications and list how much time each person will spend on the project. Further, describe how staff recruited will be geographically, culturally and linguistically responsive to the physician settings in which they will carry out this strategy. In addition, complete Attachment C, Key Personnel Overview. You must also attach resumes for key individuals involved in the project or job descriptions for positions to be filled.
- 10. Provide an organization chart for the proposed project including the overall organizational structure and relevant reporting structure for the proposed project.

#### Addressing the Goal Area, Goal and Key Measures (5%)

This component captures the broad statements of intent (Goal) and the more specific Key Measures for these Goals. First Things First has identified fifteen Goals within six Goal Areas and Key Measures that align with Goals and indicate what we want to change. For more information on First Things First Goal Areas, Goals and Key Measures, please visit: <a href="http://www.azftf.gov/WhatWeDo/Impacting/Documents/azftf">http://www.azftf.gov/WhatWeDo/Impacting/Documents/azftf</a> Strategic Road Map2008.pdf.

This Request for Grant Application is seeking Applicants to address these specific Goals and Key Measures:

#### First Things First Goal Area to be addressed:

Health

#### First Things First Goals to be addressed:

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#### First Things First Key Measures to be addressed:

- Percentage of families with children birth through age five who report they are satisfied with the accessibility of information and resources on child development and health.
- Percentage of families with children birth through age five who report they are competent and confident about their ability to support their child's safety, health, and well-being.

Applicants must address Goals and Key Measures by completing the following question:

11. Demonstrate your understanding of the Goal Area, Goal and Key Measures identified for the strategy by describing your organization's prior experience addressing similar goals and key measures. Please describe how the Goal Area, Goal, and Key Measures will be improved by the proposed strategy/program.

#### Strategies (25%)

This component identifies and describes the Applicant's program/strategy(ies) chosen to reach the stated Goals and Key Measures and also addresses the targeted individuals or groups to be reached.

Applicants must address Strategies by completing the following questions:

- 12. Describe the target population to be served by Physician Outreach and Education and include the number of physician practices expected to be served, including community health center providers.
- 13. Describe how physician practices will be recruited. Identify outreach, engagement and retention practices for physician practices.
- 14. Describe how the proposed program/strategy(ies) will be implemented and how the proposed program/strategy(ies) addresses the Goal(s) and Key Measure(s) identified.
- 15. If adapting a proven effective program, explain what the adaptations are and why they are being made.
- 16. Describe your organization's professional knowledge of the target population, including your organization's capacity to address the needs and improve assets for this target population across the state and within Regional Partnership Council areas.
- 17. You may attach relevant scientific research proving the effectiveness of the proposed program or strategy(may nor may not be applicable).

#### **Implementation**

This component focuses on the steps that must be taken to put the strategy(ies) into action. It should include all the elements that will be required to operationalize the program.

Applicants must address Implementation Activities and Budget by completing the following questions:

#### **Implementation Activities (25%)**

18. Sequentially list the activities needed to operationalize the strategy, including timelines and responsibilities using Attachment D, Implementation Plan. No additional narrative is required.

- 19. Describe any anticipated barriers to implementation and your plans to overcome those barriers.
- 20. Describe any staff development, training or orientation required of staff. Training activities must also be included in the implementation plan (Attachment D).

#### **Budget (10%)**

Each attached budget form is provided as an example to ensure that the line item budget and budget narrative provide a clear and concise explanation of the methods used to determine the amounts for each line item in the proposed program budget. All budget forms must be signed by an authorized agency representative.

- 21. Submit the Funds Requested Form (Attachment E). No additional narrative is required.
- 22. Submit the Line Item Budget (Attachment F). See Exhibit B for a sample line item budget. No additional narrative is required.
- 23. Submit the Budget Narrative (Attachment G). See Exhibit C for a sample budget narrative.
- 24. Submit the Disclosure of Other Funding (Attachment H). This list should include all other sources of funding currently received from other State or public agencies, Federal agencies, non-profit organizations and other sources that will be applied to the proposed program/strategy(ies). Note that statute A.R.S. §8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs. In addition, the intent of First Things First funding is to address gaps and needs in the community rather than to fulfill budget shortfalls that may exist in any given year at the state or local levels. No additional narrative is required.
- 25. Describe your organization's business management system by completion of the Financial Systems Survey. Attach the Financial Systems Survey (Attachment I) to capture basic financial system/operational information to assess financial capacity early in the process. No additional narrative is required. As noted in the financial system survey, you are required to submit a complete copy of the most recent audited, reviewed or compiled financial statements as well as management letters and a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. NOTE THAT ONLY ONE COPY OF EACH OF THESE DOCUMENTS NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL".

#### The following applies to requested funds:

- List all resources that will be needed to implement the program/strategy(ies) described.
   These financial resources may involve costs for personnel, employee related costs, training, travel, supplies, space, equipment, computer equipment necessary to enter data into the FTF data system, etc.
- Funding shall be limited to those items specifically listed in the proposed budget. Total
  funding may not be modified following award of the grant/contract. Requests for line
  item modifications, which do not change the total program funding, shall be requested
  in writing and shall only be made following receipt of written authorization from First
  Things First.

#### **Evaluation Plan (15%)**

This component will address questions about how the program is working and what can be done to make the program more effective. The evaluation should be directly connected to the Goals, Key Measures, and Performance Measures and should determine the extent to which the program has accomplished the stated goals and key measures. The evaluation should also measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses of the implementation. Successful Applicants agree to participate in the First Things First evaluation and will meet the requirements of the evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission (through the First Things First secure web portal) of performance measures and other evaluation data as proposed by the Applicant in this Request for Grant Application. Performance measure data must be submitted in its raw form (e.g., number of children served / proposed service number = 52 actual children served / 50 proposed service number).

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#### **Performance Measures**

- Total number of physician practices receiving practice improvement support
- Total number of physicians within practices receiving practice improvement support
- Total number of physician practices involved in practice improvement that identify as a medical home.
- Number of physicians participating in practice improvement that consistenly utilize a validated, standardized, validated developmental screening tool for developmental screening.
- Number of physicians that complete a practice improvement plan.
- Average number of encounters per practice that are participating in the program.

Applicants must include a plan for Evaluation and Quality Improvement by completing the following questions.

26. Describe any additional Performance Measures that will be collected during the implementation of the proposed strategy.

- 27. Who will have overall responsibility for the data collection and reporting? Be sure to include this person in your Key Personnel Overview (Attachment C).
- 28. How will the required data be collected? Describe how you will ensure that data entered into the First Things First web-based database after it has been collected is accurate and timely. What procedures will be in place to assure the quality of your data (e.g., training for data collectors, data collection forms, timeliness for administering tools, etc.)?
- 29. Complete the Evaluation Plan Overview table in Attachment J.
- 30. What resources (e.g., personnel, supplies, computer, etc.) will be needed to complete necessary activities related to the quality data input and data collection of the program? In addition to a narrative description, the funds dedicated to evaluation should be reflected in the budget.

#### **Quality Improvement**

31. Describe the plan to use the results of First Things First evaluation efforts to improve the quality of the proposed program or strategy throughout the duration of this grant.

# **Instructions to Applicants**

#### A. Inquiries

- <u>Duty to Examine.</u> It is the responsibility of each Applicant to examine the entire RFGA, seek clarification in writing (inquiries), and examine its' Application for accuracy before submitting the Application. Lack of care in preparing an Application shall not be grounds for modifying or withdrawing the Application after the Application due date and time, nor shall it give rise to any Contract claim.
- RFGA Contact Person. Any inquiry related to an RFGA, including any requests for or inquiries regarding standards referenced in the RFGA shall be directed solely to the RFGA contact person. The Applicant shall not contact or direct inquiries concerning this RFGA to any other State employee unless the RFGA specifically identifies a person other than the RFGA contact person as a contact.
- 3. <u>Submission of Inquiries</u>. The Grants and Contracts Procurement Specialist identified in this RFGA, who is the contact for all inquiries except at the Pre-Application Conference, requires that an inquiry be submitted in writing. Any inquiry related to the RFGA shall refer to the appropriate RFGA number, page and paragraph. Do not place the RFGA number on the outside of the envelope containing that inquiry, since it may then be identified as an Application and not be opened until after the Application due date and time. Electronic inquires are acceptable. First Things First shall consider the relevancy of the inquiry but is not required to respond in writing.
- 4. <u>Timeliness.</u> Any inquiry or exception to the RFGA shall be submitted as soon as possible and should be submitted at least seven days before the Application due date and time for review and determination by First Things First. Failure to do so may result in the inquiry not being considered for an RFGA Amendment.

- 5. <u>No Right to Rely on Verbal Responses.</u> An Applicant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFGA.
- 6. <u>RFGA Amendments.</u> The RFGA shall only be modified by a formal written RFGA amendment. Formal written amendments are posted on the First Things First website, <u>www.azftf.gov</u>. It is the sole responsibility of the Applicant to check the website regularly.
- 7. Pre-Application Conference. A Pre-Application Conference has been scheduled for this RFGA for September 22, 2009 at 10:00 a.m. at First Things First, 4000 N. Central Ave., Suite 800, 8<sup>th</sup> floor Board Room in Phoenix, Arizona. Applicants should raise any questions about the RFGA at that time. The Pre-Application Conference will clarify the contents of the RFGA in order to prevent any misunderstanding of First Things First's position. Any doubt as to the requirements of the RFGA or any apparent omission or discrepancy should be presented to First Things First at the Conference. An Applicant may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the RFGA shall be answered solely through a formal written RFGA amendment. Attendance at the Pre-Application Conference is strongly encouraged, but not mandatory.
- 8. <u>Persons with Disabilities.</u> Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the RFGA contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

#### **B.** Application Preparation

- 1. <u>Forms.</u> No facsimile or electronic mail Applications shall be accepted. An Application shall be submitted using the forms provided in this RFGA or on their substantial equivalent. Any substitute document for the forms provided in this RFGA must be legible and contain the same information requested on the forms, unless the RFGA indicates otherwise.
- 2. <u>Technical Requirements.</u> Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the Application being deemed non-responsive, and therefore, not susceptible to award.
  - Responses should be typed, single-spaced with one-inch margins or wider with a twelve (12)-point font used.
  - Applications are not to be bound in spiral binders or in 3-ring notebooks. Please submit your Applications either stapled in the upper left-hand corner or use a binder clip.
  - Applications should be single sided, NOT duplexed.
  - Number all pages and include a table of contents that follows the underlined categories in the "Application: Responding to the Scope of Work" Section. Enclose one (1) original (clearly marked "ORIGINAL") and nine (9) additional copies.

- All Attachments must be completed as instructed.
- The organization name and the Request for Grant Application Number (FTF-STATE-10-0230-00) must be clearly marked on the outside of the sealed envelope/package.

Please refer to the Checklist on Page 33 to verify inclusion of all required documentation and use of the proper format.

- 3. Evidence of Intent to be Bound. The Applicant Offer and Acceptance Form within the RFGA shall be submitted with the Application and shall include a signature by a person authorized to sign the Application. The signature shall signify the Applicant's intent to be bound by the Application, the terms of the RFGA and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Application.
- 4. Exceptions to Terms and Conditions. All exceptions included with the Application shall be submitted in a clearly identified separate section of the Application in which the Applicant clearly identifies the specific paragraphs of the RFGA where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Grants and Contracts Procurement Specialist in a written statement. The Applicant's preprinted or standard terms will not be considered by First Things First as a part of any resulting Contract. All exceptions that are contained in the Application may negatively affect First Things First's proposal evaluation based on the evaluation criteria stated in the RFGA or result in rejection of the Application.
- 5. <u>Subcontracts.</u> Applicant shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Application.
- 6. <u>Cost of Application Preparation.</u> First Things First will not reimburse any Applicant the cost of responding to an RFGA.
- 7. <u>RFGA Amendments.</u> Each RFGA Amendment shall be signed with an original signature by the person signing the Application, and shall be submitted no later than the Application due date and time. Failure to return a signed copy of a RFGA Amendment may result in rejection of the Application.
- 8. <u>Additional Materials.</u> Additional materials such as promotional brochures or examples of other programs should not be submitted unless they directly relate to the information required in the Application.
- 9. <u>Provision of Tax Identification Numbers.</u> Applicants are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

- 10. <u>Disclosure.</u> If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government; or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 11. <u>RFGA Order of Precedence.</u> In the event of a conflict in the provisions of this RFGA, the following shall prevail in the order set forth below:
  - 11.1 First Things First Special Terms and Conditions
  - 11.2 State of Arizona Uniform Terms and Conditions
  - 11.3 Scope of Work
  - 11.4 Attachments
  - 11.5 Exhibits
  - 11.6 Instructions to Applicants
  - 11.7 Other documents referenced or included in the RFGA

#### C. Submission of Application

- Sealed Envelope or Package. One (1) original (clearly marked "original") Application and nine (9) copies shall be submitted to the submittal location identified in this RFGA.
   Applications must be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Applicant and RFGA number.
   First Things First may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- <u>Late Applications.</u> An Application submitted after the exact Application due date and time shall be rejected. Applications <u>must</u> be received by First Things First at the designated due date and time.
- 3. <u>Application Amendment or Withdrawal.</u> An Application may not be amended or withdrawn after the Application due date and time except as otherwise provided under applicable law.
- 4. <u>Application Opening.</u> Applications shall be opened publicly at the time and place identified in this RFGA. The name of each Applicant shall be read publicly and recorded.
- 5. <u>Disqualification</u>. An Applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Application rejected.

- 6. Public Record. All Applications submitted and opened are public records and must be retained by First Things First. Applications shall be open to public inspection no later than 30 days after Contract award pursuant to A.R.S. §41-2702 (E), except for such Applications deemed to be confidential by First Things First. If an Applicant believes that information in its Application should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Application detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. First Things First, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. §41-2611 through §41-2616.
- 7. <u>Application Acceptance Period.</u> Applications shall be irrevocable for 120 days after the RFGA due date and time.
- 8. <u>Non-collusion, Employment, and Services.</u> By signing the Offer and Acceptance Form, the Applicant certifies that:
  - a. The Applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Application; and
  - b. The Applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, sexual orientation or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 9. <u>Budget Limitations.</u> In the event that the Applications received exceed the budget limitations, First Things First reserves the option to request a reduction in the scope of the Applicant's proposed program. If such an option is exercised by First Things First, funds shall be recommended for funding consideration according to the priority scores. Revised budget documents will be required. First Things First reserves the right to award contracts for less than the proposed amount and/or less than the available funds or make awards that exceed the posted available funds as additional funds become available.
- 10. <u>Waiver and Rejection Rights.</u> Notwithstanding any other provision of the RFGA, the State reserves the right to:
  - 10.1 Waive any minor informality,
  - 10.2 Reject any and all Applications or portions thereof, or
  - 10.3 Cancel the RFGA.

## D. Award

1. <u>Single Award.</u> In order to ensure adequate coverage of First Things First requirements, it is anticipated that a single award will be made. Multiple awards may be considered; however, a single award is expected.

- Contract Inception. An Application does not constitute a Contract nor does it confer any
  rights on the Applicant to the award of a Contract. A Contract is not created until the
  Application is accepted in writing by the First Things First designee's signature on the
  Offer and Acceptance Form. A notice of award or of the intent to award shall not
  constitute acceptance of the Application.
- 3. <u>Effective Date.</u> The effective date of this Contract shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

#### E. Protests

- 1. A protest shall comply with and be resolved according to A.R.S. §41-2611. Protests shall be in writing and filed with the Executive Director, Arizona Early Childhood Development and Health Board. A protest of an RFGA shall be received by the Grants and Contracts Procurement Specialist before the Application due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
  - 1.1 The name, address and telephone number of the protester,
  - 1.2 The signature of the protester or its representative,
  - 1.3 Identification of the RFGA or Contract number,
  - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
  - 1.5 The form of relief requested.

#### F. Comments Welcome

 First Things First periodically reviews the Instructions to Applicants and welcomes any comments you may have. Please submit your comments to the Grants and Contracts Procurement Specialist, grants@azftf.gov

#### FIRST THINGS FIRST SPECIAL TERMS AND CONDITIONS

- Term of Contract. The effective date of this Contract shall be the date that the First
  Things First designee signs the Offer and Acceptance form or other official contract form
  and shall remain in effect until June 30, 2010, unless terminated, cancelled or extended
  as otherwise provided herein.
- 2. <u>Contract Renewal/Contract Amendment.</u> This Contract shall not bind nor purport to bind First Things First for any contractual commitment in excess of the original contract period. First Things First shall have the right, with consult of the awardee, to issue a written contract amendment to expand services and increase funding awarded to compensate for the agreed upon service expansion. First Things First shall have the right, at its sole option, to renew the contract for two (2) one-year periods or a portion thereof. Contract awards may be increased, decreased, or not renewed based on evaluation, programmatic and fiscal performance, the availability of funds, or the discretion of First Things First. If First Things First exercises such rights, all terms,

- conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 3. Reporting. At a minimum grantees shall submit quarterly programmatic progress reports due by the 20<sup>th</sup> of the month following the quarter and will submit evaluation data reports and enter data into the FTF web based reporting system. If you wish to submit paper reporting a request can be made and a determination to approve this request will be made by FTF staff. Failure to submit timely reports will result in suspension of reimbursement. The report shall contain such information as deemed necessary by First Things First.
- 4. Reimbursement/Payment. The Grantee shall be paid on a cost-reimbursement basis, at a maximum of monthly or a minimum of quarterly for those items submitted and approved in the budget inclusively. Reimbursement requests shall be submitted monthly or quarterly. Grantee shall submit a final reimbursement request for expenses obligated prior to the date of contract termination no more than forty-five (45) days after the contract end. Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid. If awarded a contract, your organization must have sufficient funds to meet obligations for at least sixty- (60) days while awaiting reimbursements. If an exception is requested to this requirement, it must be provided in writing in your Application describing the justification and need for alternative considerations.
- 5. Confidentiality of Records. The Grantee shall establish and maintain procedures and controls that are acceptable to First Things First for the purpose of assuring that no information contained in its records or obtained from First Things First or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees; except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to First Things First. Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Grantee as needed for the performance of duties under the contract, unless otherwise agreed to in writing by First Things First.
- 6. <u>Key Personnel.</u> It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Grantee must assign specific individuals to the key positions, when possible or submit an official position description for which candidates must qualify. **Once assigned to work under the contract, if key personnel are removed or replaced, written notification shall be sent to First Things First.**
- 7. <u>Orientation.</u> A mandatory Orientation Meeting will be scheduled during the first quarter after awards are made and will provide all awarded grantees the information required to manage the contract.

8. <u>Capital Expenditures.</u> Items over \$5,000 with a life of more than one (1) year are allowable and must include justification in the budget narrative.

#### STATE OF ARIZONA UNIFORM TERMS AND CONDITIONS

#### 1. Contract Interpretation

- 1.1 <u>Arizona Law.</u> This Contract shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Contract shall be in Maricopa County, Arizona.
- 1.2 <u>Implied Contract Terms.</u> Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 1.3 <u>Contract Order of Precedence.</u> In the event of a conflict in the provisions of the Contract, as accepted by First Things First and as they may be amended, the following shall prevail in the order set forth below:
  - 1.3.1. First Things First Special Terms and Conditions
  - 1.3.2. State of Arizona Uniform Terms and Conditions
  - 1.3.3. Statement or Scope of Work
  - 1.3.4. Attachments/Exhibits
  - 1.3.5. Documents referenced or included in the RFGA
- 1.4 <u>Severability.</u> The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 1.5 <u>No Parole Evidence.</u> This Contract is intended by the parties as a final and complete expression of their contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 1.6 <u>No Waiver.</u> Party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

#### 2. Contract Administration and Operation

- 2.1 <u>Records.</u> Pursuant to A.R.S. §35-214 and §35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by First Things First at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.
- 2.2 <u>Non-Discrimination</u>. The Grantee shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the

Americans with Disabilities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

- 2.3 <u>Audit.</u> Pursuant to A.R.S. §35-214, at any time during the term of this Contract and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by First Things First and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or subcontract.
- 2.4 <u>Financial Audit.</u> In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position #6, expending Federal Grants from all sources totaling \$500,000 or more, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." If you have expended more than \$500,000 in federal dollars, a copy of your audit report for the previous fiscal year must be submitted with your Application.
- 2.5 <u>Audit Trails.</u> Grantee shall maintain proper audit trails for all reports related to this contract. First Things First reserves the right to review all program records.
- 2.6 <u>Fund Management.</u> The Grantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Grantee must manage funds according to applicable regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with State requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

2.7 Notices. All notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

First Things First
Finance Division – Physican Outreach and Training
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

- 2.8 Advertising, Publishing and Promotion of Contract. The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Grants and Contracts Procurement Specialist.
- 2.9 Ownership of Information/Printed Material. First Things First reserves the right to review and approve all publications and/or media funded or partially funded through this contract. All publications funded or partially funded through this contract shall recognize First Things First as the funding source. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

# 3. Funding/Payments

- 3.1. <u>Funding.</u> Requested funding must be submitted in an all-inclusive basis. The State will not reimburse any item other than the all-inclusive funding contained on the budget forms.
- 3.2. <u>Tax Indemnification</u>. Grantee and all subcontracts shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. Grantee shall, and require all subcontractors to hold First Things First harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 3.3. <u>IRS Substitute W9 Form.</u> In order to receive payment the Grantee shall have a current IRS Substitute W9 Form on file with State of Arizona, unless not required by law.
- 3.4. Availability of Funds for the Next Fiscal Year. Funds are not presently available for performance under this contract beyond the current fiscal year. Every payment obligation of First Things First under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### 4. Contract Changes

- 4.1 Amendments. Any change in the contract including the scope of work and budget described herein, whether by modification or supplementation, must be accomplished by a formal written contract amendment signed and approved by and between the duly authorized representatives of the Grantee and First Things First. Any such amendment shall specify an effective date, any increases or decreases in the Grantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- 4.2 <u>Subcontractors.</u> The Grantee agrees and understands that <u>no subcontract</u> that the Grantee enters into with respect to performance under this contract shall in any way relieve the Grantee of any responsibility for performance of its duties. It is highly recommended by First Things First that a Memorandum of Understanding or some other type of contract is in place between the Grantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, to avoid any misunderstanding between both parties. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 4.3 <u>Assignment and Delegation.</u> The Grantee shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Grants and Contracts Procurement Specialist. First Things First shall not unreasonably withhold approval.

#### 5. Risk and Liability

- 5.1. <u>Indemnification.</u> (Not Public Agency) The parties to this Contract agree that First Things First, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 5.2 <u>Indemnification Language for Public Agencies Only.</u> Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

5.3 <u>Insurance Requirements.</u> Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u>: Grantee shall provide coverage with limits of liability not less than those stated below.

#### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

| • | General Aggregate                                | \$2,000,000 |
|---|--|-------------|
| • | Products – Completed Operations Aggregate        | \$1,000,000 |
| • | Personal and Advertising Injury                  | \$1,000,000 |
| • | Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • | Fire Legal Liability                             | \$50,000    |
| • | Each Occurrence                                  | \$1.000.000 |

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation**.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

#### 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

#### 3. Worker's Compensation and Employers' Liability

| • | W                    | orkers' Compensation    | Statutory   |
|---|----------------------|-------------------------|-------------|
| • | Employers' Liability |                         |             |
|   | 0                    | Each Accident           | \$ 500,000  |
|   | 0                    | Disease – Each Employee | \$ 500,000  |
|   | 0                    | Disease – Policy Limit  | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to separately, EACH Grantee or subcontractor exempt under A.R.S. §23-901, AND when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

#### 4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability

- purchased by the Grantee, even if those limits of liability are in excess of those required by this Contract.
- 2. The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.
- 4. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- F. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- G. All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
- H. <u>SUBCONTRACTORS</u>: Grantees' certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. <u>APPROVAL:</u> Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose

decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- J. <u>EXCEPTIONS</u>: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
  - 5.4 <u>Force Majeure.</u> If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.
  - 5.5 <u>Third Party Antitrust Violations</u>. The Grantee assigns to First Things First any claim for cover charges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Contract.

#### 6. Compliance

- 6.1 <u>Compliance with Applicable Laws.</u> The services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Grantee shall maintain all applicable licenses and permit requirements.
- 6.2 <u>Sectarian Requests.</u> Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instructions.
- 6.3 <u>Restrictions on Lobbying.</u> The Grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of First Things First, state government or the federal government if that action may have an impact, of any nature, on this contract.
- 6.4 <u>Licenses</u>. Grantee shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Grantee.
- 6.5 <u>Fingerprinting.</u> Pursuant to A.R.S. §41-1758 Grantee will obtain fingerprint cards and/or background checks as applicable.

This Contract may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to children, discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any criminal offenses in this state or similar offenses in another state or jurisdiction.

#### 7. State's Contractual Remedies

- 7.1 Right to Assurance. If First Things First in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Contract, the Grants and Contracts Procurement Specialist may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days specified in the demand may be, at First Things First's discretion, the basis for terminating the Contract under the First Things First Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 7.2 <u>Cancellation for Failure to Perform.</u> Failure by the Grantee to adhere to any provision of this Agreement or its Attachments in the time and manner provided by this Contract or its Attachments shall constitute a material default and breach of this Contract and First Things First may cancel, at its option, this Agreement upon prior written notice.

First Things First may issue a written ten (10) day notice of default to the Grantee for acting or failing to act including but not limited to any of the following:

- The Grantee provides personnel that do not meet the requirements of this Agreement or are of an unacceptable quality.
- The Grantee fails to perform adequately the services required in this Agreement.
- The Grantee fails to furnish the required product or services within the time stipulated in this Agreement.
- The Grantee fails to make progress in the performance of the requirements of the Agreement and/or gives a positive indication that the Grantee will not or cannot perform to the requirements of this Agreement.

If the Grantee does not correct any problem(s) within ten (10) days after receiving the notice of default, First Things First may cancel the Contract. If First Things First cancels the Contract pursuant to this clause, First Things First reserves all rights or claims to damage for breach of the Contract and the Grantee agrees to a general release in favor of First Things First for any claim for reimbursement.

7.3 <u>Non-Exclusive Remedies</u> The rights and the remedies of First Things First under this Contract are not exclusive.

#### 8. Contract Termination

8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, First Things First may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of First Things First is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice

- specifies a later time. If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Contract as provided in A.R.S. §38-511.
- 8.2 <u>Suspension or Debarment.</u> First Things First may, by written notice to the Grantee, immediately terminate this Contract if First Things First determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Application or execution of a contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify First Things First.
- 8.3 <u>Termination for Convenience.</u> First Things First reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of First Things First without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to First Things First. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to First Things First upon demand. The Grantee shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 8.4 Termination for Default. In addition to the rights reserved in the contract, First Things First may terminate the Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Grants and Contracts Procurement Specialist shall provide written notice of the termination and the reasons for it to the Grantee. Upon termination under this paragraph, all materials, documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to First Things First on demand. Upon termination of this Contract, First Things First may procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Grantee shall be liable to First Things First for any excess costs incurred by First Things First in procuring services in substitution for those due from the Grantee.

#### 9. Contract Claims

9.1 <u>Arbitration.</u> The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

#### 10. State of Arizona General Uniform Terms and Conditions

The latest edition of the Arizona Uniform General Terms and Conditions and Uniform Instructions to Applicants is incorporated into this Request for Grant Application by reference. Copies may be obtained from the Arizona State Procurement Office at (602) 542-5511 or at: <a href="http://www.azdoa.gov/spo/documents-forms/procurement-documents">http://www.azdoa.gov/spo/documents-forms/procurement-documents</a>

# **Checklist**

Use the following list to make sure your Grant Application is complete and meets the requirements specified in this request for grant Applications: One (1) original copy marked "original", and nine (9) additional copies Completed and signed First Things First Offer and Acceptance form П **Table of Contents** Application including Executive Summary and response to all 31 questions Standard Data Collection Form completed, Attachment A State of Arizona Substitute W-9 Form (must be downloaded and printed) signed, if applicable П Applicant's Experience completed, Attachment B Key Personnel Overview completed, Attachment C Implementation Plan completed, Attachment D Funds Requested Page, completed and signed, Attachment E Standard Line Item Budget, completed and signed, Attachment F Budget Narrative, completed and signed, Attachment G Disclosure of Other Funding Sources, completed and signed, Attachment H Financial Systems Survey is completed and signed, Attachment I Evaluation Plan, Attachment J Resumes for all personnel listed in the budget One copy of your agency's most recent audited, reviewed or compiled financial statements as well as a schedule showing the total federal funds (by granting agency) expended by your agency for the most recent fiscal year included with the Application marked Original. Page numbers are included on all pages, in sequence, twelve point font or larger and singlespaced, with one inch margins or wider. All documents requiring signatures should have **ORIGINAL** signatures. Do **NOT** bind your Application in spiral binders or in 3-ring notebooks. Please submit your Applications either stapled in the upper left-hand corner or use a binder clip. П When submitting your Application, insure your organization name and the Request for Grant Application Number FTF-STATE-10-0230-00 is CLEARLY marked on the outside of the SEALED envelope/package. It is the responsibility of each Applicant to insure their Application is delivered to First Things First by the due date and time, October 27, 2009 at 3:00 p.m (Arizona MST). Allow for such

contingencies as heavy traffic, weather, directions, parking, security, etc.

# **Attachments and Exhibits**

Attachment A Standard Data Collection Form

Attachment B Applicant's Experience

Attachment C Key Personnel Overview

Attachment D Implementation Plan

Attachment E Funds Requested Page

Attachment F Standard Line Item Budget

Attachment G Budget Narrative Explanation

Attachment H Disclosure of Other Funding Sources

Attachment I Financial Systems Survey

Attachment J Evaluation Plan

Exhibit A Sample Certificate of Insurance

## **Attachment A**

#### FIRST THINGS FIRST STANDARD DATA COLLECTION FORM

# A. Agency Information: Program Name (if applicable)\_\_\_\_\_\_ Contact Person Email\_\_\_\_\_ Phone x Fax City, State, Zip Employer Identification Number:\_\_\_\_\_ Agency Classification: \_\_\_\_\_State Agency \_\_\_\_\_County Government \_\_\_\_\_Local Government \_\_\_\_\_Schools \_\_\_\_Tribal Faith Based Other Have you previously conducted business with First Things First using this EIN? If NO, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account\_setup\_home.asp. In which Congressional (Federal) District is your agency? Enter District # \_\_\_\_\_ http://www.azredistricting.org (click on Final Maps) In which Legislative (State) District is your agency? Enter District # http://www.azredistricting.org (click on Final Maps) Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year? \$ What is your organization's fiscal year-end date? Accounting Method: Cash Accrual Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? \_\_\_\_\_\_Y Please provide contact information of the audit firm conducting your audit: Address \_\_\_\_ Phone Number B. Proposed Program Information / Description: Amount requested: Service area of proposed program: Target population of proposed program: \_\_\_\_\_\_

Number of participants to be served:

| Please provide a <b>brief</b> description of the <b>proposed program</b> in one or two paragraphs.                     |                          |                                  |  |  |
|--|--------------------------|----------------------------------|--|--|
|  |                          |                                  |  |  |
|  |                          |                                  |  |  |
|  |                          |                                  |  |  |
|  |                          |                                  |  |  |
| C. Contact Information (Please copy this page as many time   | mes as needed.)          |                                  |  |  |
| <u>Program Agency</u> – Indicate person to be primary contact with ensuring that the program plan is implement person. | _                        |                                  |  |  |
| <u>Fiscal Agency</u> - Indicates person responsible for financial matt   | ers pertaining to this g | rant.                            |  |  |
| <u>Collaborator</u> – Indicates all persons/agencies that have been i requirement of this grant.                       | dentified as a collabor  | ator, partner, or host site as a |  |  |
| Program Agency   | . 0                      | Collaborator                     |  |  |
| Agency   | Contact Person           |                                  |  |  |
| Address  | Position                 |                                  |  |  |
| Address  | Email                    |                                  |  |  |
| City, State, Zip   | Phone                    |                                  |  |  |
| County   |                          |                                  |  |  |
| Program Agency   | . 0                      | Collaborator 🔘                   |  |  |
| Agency   | Contact Person           |                                  |  |  |
| Address  | Position                 |                                  |  |  |
| Address  | Email                    |                                  |  |  |
| City, State, Zip   | Phone                    | xFax                             |  |  |
| County   |                          |                                  |  |  |
| Drogram Agangy C   |                          | Collaborator O                   |  |  |
| Program Agency   |                          | Collaborator                     |  |  |
| Agency   |                          |                                  |  |  |
| Address  | Position                 |                                  |  |  |
| Address  | Email                    |                                  |  |  |
| City, State, Zip   | Phone                    | xFax                             |  |  |

County\_\_\_\_

# **Attachment B**

## **APPLICANT'S EXPERIENCE**

| Name and address of organization for which the service or activity was provided:   |
|--|
| Location where services or activities were conducted:  |
| Dates the service or activity was conducted: (e.g., October 2007 – September 2008)   |
| Describe the services or activities that were provided:  |
| Describe what was achieved with the services or activities: (e.g., increased knowledge among 20% of program participants, served 100 children, etc.) |

## **Attachment C**

## **KEY PERSONNEL OVERVIEW**

| STAFF MEMBER         | BACKGROUND AND EXPERTISE OF PERSONNEL |
|----------------------|---------------------------------------|
| Name:                |                                       |
| Title:               |                                       |
| FTE on this project: |                                       |
| Name:                |                                       |
| Title:               |                                       |
| FTE on this project: |                                       |
| Name:                |                                       |
| Title:               |                                       |
| FTE on this project: |                                       |
| Name:                |                                       |
| Title:               |                                       |
| FTE on this project: |                                       |
| Name:                |                                       |
| Title:               |                                       |
| FTE on this project: |                                       |
| Name:                |                                       |
| Title:               |                                       |
| FTE on this project: |                                       |

<sup>\*</sup>In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.

## **Attachment D**

## **IMPLEMENTATION PLAN**

| A -4::4:   | Tools | Person      | Date Task Will Be  | Support       |
|------------|-------|-------------|--------------------|---------------|
| Activities | Task  | Responsible | Completed/Timeline | Documentation |
|            |       |             |                    |               |
|            |       |             |                    |               |
|            |       |             |                    |               |
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|            |       |             |                    |               |

## **Attachment E**

## **FUNDS REQUESTED PAGE**

| The Offeror must state a firm, fixed total g the Grant.  | uaranteed not-to-exceed amo | unt of funds requested for |
|--|-----------------------------|----------------------------|
| \$   | Total Funds Requested       |                            |
| Authorized Signature   |                             | Date                       |
| to the second se |                             |                            |

## **Attachment F**

#### STANDARD LINE ITEM BUDGET – NO MATCHING FUNDS

While you <u>must</u> use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e., Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: December 9, 2009 - June 30, 2010

| Budget Category                | Line Item  | Requested Funds | Total Cost |
|--------------------------------|--|-----------------|------------|
| PERSONNEL AND FRINGE BENEF     | FITS   |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
| PROFESSIONAL SERVICES          |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
| TRAVEL                         |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
| CLIDCDANTS                     |  |                 |            |
| SUBGRANTS                      |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
| OTHER OPERATING EXPENSES       |  |                 |            |
| OTHER OF ERATING EXPERIESES    |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
|                                |  |                 |            |
| Subtotal Direct Program Costs: |  | \$              | \$         |
| Administrative/Indirect Costs: |  |                 |            |
| INDIRECT COSTS                 |  |                 |            |
|                                |  |                 |            |
| TOTAL COST                     |  |                 | T .        |
| Total                          |  | \$              | \$         |
|                                | et justification for each component MUST be i get categories. Detail in the line item budget r |                 |            |
| Authorized signature           |  | Date            |            |
|                                |  |                 |            |
| Jon Hile_                      |  |                 |            |

## **Attachment F**

#### **LINE ITEM BUDGET – USE IF LISTING MATCHING FUNDS**

While you <u>must</u> use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e., Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: December 9, 2009 – June 30, 2010

| Budget Category                           | Line Item                                       | Requested Funds               | Source                        | Total Cost     |
|---|---|-------------------------------|-------------------------------|----------------|
| Personnel and Fringe Benefits             |   |                               |                               |                |
| Personnel                                 |   |                               |                               |                |
| Personner                                 |   |                               |                               |                |
|   |   |                               |                               |                |
|   |   |                               |                               |                |
| Fringe Benefits                           |   |                               |                               |                |
|   |   |                               |                               |                |
|   |   |                               |                               |                |
| Contracted Services/Professional Services | ervices   |                               | T                             | ı              |
| Contract services                         |   |                               |                               |                |
| Travel Out of State:                      |   |                               | l                             | l              |
| Out of State.                             |   |                               |                               |                |
| In State:                                 |   |                               |                               |                |
| Pass Through                              |   |                               |                               |                |
| Sub grants                                |   |                               |                               |                |
| Supplies and Other Operating              |   |                               |                               |                |
| Supplies and Other Operating              |   |                               |                               |                |
| Expenses                                  |   |                               |                               |                |
|   |   |                               |                               |                |
| Subtotal Direct Program Costs:            |   | \$                            | \$                            | \$             |
| Administrative/Indirect Costs             |   |                               |                               |                |
| Indirect Costs                            |   | \$                            | \$                            | \$             |
| Total                                     |   | \$                            | \$                            | \$             |
| Total                                     |   | ۲                             | ٧                             | 7              |
| *As shown, a line item budget justi       | fication for each component MUST b              | e included in the proposal th | at describes the procedure fo | or determining |
| the cost of budget categories. Deta       | ail in the line item budget narrative s         | trengthens proposals. See th  | e following page for budget i | narrative      |
| format.                                   |   |                               |                               |                |
| ** Matching Funds are not required        | <u>d</u> , but if listed, are subject to monito | ring by First Things First.   |                               |                |
|   |   |                               |                               |                |
| A the a mineral advance to                |   | 5                             | L_                            |                |
| Authorized signature                      |   | Da1                           | te                            |                |
| Joh Title                                 |   |                               |                               |                |
| JOD TILLE                                 |   |                               |                               |                |

#### **Attachment G**

#### **BUDGET NARRATIVE EXPLANATION**

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

<u>Personnel</u>: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.

**Fringe Benefits:** (Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

<u>Contracted Consultant/Professional Services</u>: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

**Travel:** Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates for mileage, lodging, and meals (http://www.gao.az.gov/travel/)

<u>Pass Through/Sub grants</u>: In the event that this application represents collaboration and the contract will be utilizing other sub grantees to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.

<u>Supplies and Operating Expenses</u>: Explain each supply item to be purchased, how the costs were determined and justify the need for the items. Items with a unit cost less than \$5,000 are considered supplies and should be listed in this category. All purchases should be made through competitive bid or using established purchasing procedures.

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

Option A - Administrative Costs: with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

<u>Option B - Federally Approved Indirect Costs</u>: If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. <u>Applicants must provide a copy of their federally approved indirect cost rate agreement</u>.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

| Authorized Signature | <u>Date</u> |
|----------------------|-------------|
| Job Title            |             |

#### **Attachment H**

**Type of Funding** 

(Federal, State, local, other)

#### **DISCLOSURE OF OTHER FUNDING SOURCES**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the <a href="mailto:proposed Program">proposed Program</a>\*. A.R.S. §8-1183 provides for a prohibition on <a href="mailto:supplanting">supplanting</a> of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

**Received From** 

|                               |  |                         | grant        |
|-------------------------------|--|-------------------------|--------------|
|                               |  |                         |              |
|                               |  |                         |              |
|                               |  |                         |              |
|                               |  |                         |              |
|                               |  |                         |              |
| TOTAL:                        |  |                         |              |
| *This table should include or | nly those funds that will support the pr | rogram detailed in this | Application. |
| Authorized Signature          |  | <u>Date</u>             |              |
| Job Title                     |  | <u> </u>                |              |

✓ If used

for match

on this

Amount

#### **Attachment I**

#### FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

| Name of Applicant: |  |  |   |
|--------------------|--|--|---|
| -                  |  |  | _ |
|                    |  |  |   |

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

#### A. GENERAL INFORMATION

| Has your organization received a Federal or State Grant within the last two years?           | 0   | YES   |
|--|---|---|
|  | 0   | NO  |
| Has your organization completed an A-133 Single Audit within the past two years?             | 0   | YES   |
| If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited | 0   | NO  |
| to, your Management Letter, Findings and Questioned Costs.                                   |   |   |
| If your organization has not completed an A-133 Single Audit, have your financial            | 0   | YES   |
| statements been audited, reviewed or compiled by an independent Certified Public             | 0   | NO  |
| Accountant within the past two years? If yes, please attach a complete copy of               |   |   |
| the most recent audited, reviewed or compiled financial statements. NOTE THAT                |   |   |
| ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION                        |   |   |
| MARKED "ORIGINAL". It is not necessary to include additional copies with each                |   |   |
| copy of the completed Application.   |   |   |
| Please attach a schedule showing the TOTAL federal funds (by granting agency)                | 0   |   |
| expended by your agency for the most recent fiscal year. Note: If your                       |   |   |
| organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for          |   |   |
| Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED                    |   |   |
| WITH THE APPLICATION MARKED "ORIGINAL"   |   |   |
| Has your organization been granted tax-exempt status by the Internal Revenue                 | 0   | YES   |
| Service?   | 0   | NO  |
|  | 0   | N/A   |
| If you answered YES to question #5, under what section of the IRS code?                      |   |   |
| O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other                                      |   |   |
| Specify:   |   |   |
| Does your organization have established policies related to salary scales, fringe            | 0   | YES   |
| benefits, travel reimbursement and personnel policies?                                       | 0   | NO  |
|  | Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.  If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.  Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"  Has your organization been granted tax-exempt status by the Internal Revenue Service?  If you answered YES to question #5, under what section of the IRS code?  O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify:  Does your organization have established policies related to salary scales, fringe | Has your organization completed an A-133 Single Audit within the past two years?  If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.  If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.  Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"  Has your organization been granted tax-exempt status by the Internal Revenue Service?  O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify:  Does your organization have established policies related to salary scales, fringe |

#### **B. FUNDS MANAGEMENT**

| 1. | Which of the following describes your organization's accounting system?                 | 0 | Manual        |
|----|---|---|---------------|
|    |   | 0 | Automated     |
|    |   | 0 | Combination   |
| 2. | How frequently do you post to the General Ledger?                                       | 0 | Daily         |
|    |   | 0 | Weekly        |
|    |   | 0 | Monthly       |
|    |   | 0 | Other         |
| 3. | Does the accounting system completely and accurately track the receipt and              | 0 | YES           |
|    | disbursements of funds by each grant or funding source?                                 | 0 | NO            |
| 4. | Does the accounting system provide for the recording of actual costs compared to        | 0 | YES           |
|    | budgeted costs for each budget line item?   | 0 | NO            |
| 5. | Are time and effort distribution reports maintained for employees working fully or      | 0 | YES           |
|    | partially on state or federal grant programs that account for 100% of each              | 0 | NO            |
|    | employee's time?  | • | NO            |
| 6. | Is your organization familiar with Federal Cost Principles (i.e., 2 CFR 220, 2 CFR 225, | 0 | YES           |
|    | and 2 CFR 230)?   | 0 | NO            |
| 7. | How does your organization plan to charge common/indirect costs to this grant?          | 0 | Direct        |
| N  | IOTE: Those organizations using allocable direct charges must attach a copy of the      |   | Charges       |
|    | methodology and calculations in determining those charges.                              | 0 | Utilizing an  |
|    | Those organizations using a federally approved indirect cost rate must attach           |   | Indirect Cost |
|    | a copy of the approval documentation issued by the federal government.                  |   | Allocation    |
|    | a copy of the approval documentation issued by the federal government.                  |   | Plan or Rate  |

## **INTERNAL CONTROLS**

| 1. | Are duties of the bookkeeper/accountant segregated from the duties of cash     | 0 | YES |
|----|--|---|-----|
|    | receipt or cash disbursement?  | 0 | NO  |
| 2. | Are checks signed by individuals whose duties exclude recording cash received, | 0 | YES |
|    | approving vouchers for payment and the preparation of payroll?                 | 0 | NO  |
| 3. | Are all accounting entries and payments supported by source documentation?     | 0 | YES |
|    |  | 0 | NO  |
| 4. | Are cash or in-kind matching funds supported by source documentation?          | 0 | YES |
|    |  | 0 | NO  |
| 5. | Are employee time sheets supported by appropriately approved/signed documents? | 0 | YES |
|    |  | 0 | NO  |
| 6. | Does the organization maintain policies that include procedures for assuring   | 0 | YES |
|    | compliance with applicable cost principles and terms of each grant award?      | 0 | NO  |

## D. PROCUREMENT

| Does the organization maintain written codes of conduct for employees            | o YES |
|--|-------|
| involved in awarding or administering procurement contracts?                     | o NO  |
| 2. Does the organization conduct purchases in a manner that encourages open and  | o YES |
| free competition among vendors?  | o NO  |
| 3. Does the organization complete some level of cost or price analysis for every | o YES |
| major purchase?  | o NO  |

| 4. Does the organization maintain a system of contract administration to ensure              | o YES             |
|--|-------------------|
| Grantee conformance with the terms and conditions of each contract?                          | o NO              |
| 5. Does the organization maintain written procurement policies and procedures?               | o YES             |
|  | o NO              |
|  |                   |
|  |                   |
| E. CONTACT INFORMATION   |                   |
| Please indicate the following information. In the event that First Things First has question | os about this     |
| survey, this individual will be contacted.   | is about this     |
| survey, this marviadar will be contacted.  |                   |
| Prepared By:   |                   |
| Trepared by  |                   |
| Job Title:   |                   |
|  |                   |
| Date:  |                   |
|  |                   |
| Phone/Fax/Email:   |                   |
|  |                   |
| F. CERTIFICATION   |                   |
| F. CERTIFICATION   |                   |
| I certify that this report is complete and accurate, and that the Grantee has accepted the   | responsibility of |
| maintaining the financial systems.   | responsibility of |
| mantaning the initialist systems.  |                   |
|  |                   |
| Authorized Signature   |                   |
| ŭ  |                   |
|  |                   |
| G. COMMENT AND ATTACHMENTS   |                   |
|  |                   |
| Please use the space below to comment on any answers in Sections A – D. Please indicate      |                   |
| Question # next to each comment. Number of Attachments (please number each attachr           | nent):            |
| CONMITAITS   | -                 |
| COMMENTS:  |                   |
|  |                   |
|  |                   |
|  |                   |
|  |                   |
|  |                   |
|  |                   |
|  |                   |
|  |                   |

# Attachment J

### **EVALUATION PLAN**

| Performance Measure | Data to Collect | Plan for Data Collection | Plan for Using the Data | Quality Assurance |
|---------------------|-----------------|--------------------------|-------------------------|-------------------|
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |
|                     |                 |                          |                         |                   |

## **Exhibit A**

## **SAMPLE CERTIFICATE OF INSURANCE**

Prior to commencing services under this contract, the Grantee must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Grantee obligations.

| Name and Address of Insurance Agency:  |  | Company Letter:  | Companies Affordin  | g Coverage:   |  |                                      |
|--|--|--|---|---|--|--------------------------------------|
|  |  |  | Α   |   |  |                                      |
|  |  |  | В   |   |  |                                      |
| Name and Address of Insured:   |  |  | С   |   |  |                                      |
|  |  |  | D   |   |  |                                      |
|  |  |  |   |   | T  | DATE                                 |
| LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE  |  | COMPANY LETTER   | TYPE OF INSURANCE   |   | POLICY NUMBER  | POLICY<br>EXPIRES                    |
| Bodily Injury  |  |  | Comprehensive General Liability Form                                |   |  |                                      |
| Per Person   |  |  | Premises Operations   |   |  |                                      |
| Each Occurrence  |  |  | Contractual   |   |  |                                      |
| Property Damage  |  |  | Independent Contractors   |   |  |                                      |
| OR   |  |  | Products/Completed Operations Hazard                                |   |  |                                      |
| Bodily Injury  |  |  | Personal Injury   |   |  |                                      |
| and  |  |  | Broad Form Propert  | y Damage  |  |                                      |
| Property Damage  |  |  | Explosion & Collapse  | e (If Applicable)   |  |                                      |
| Combined   |  |  | Underground Hazar   | d (If Applicable)   |  |                                      |
| Same as Above  |  |  | Comprehensive Auto Liability Including<br>Non-Owned (If Applicable) |   |  |                                      |
| Necessary if underlying is not above minimum   |  |  | Umbrella Liability  |   |  |                                      |
| Statutory Limits   |  |  | Workmen's Compensation and<br>Employer's Liability                  |   |  |                                      |
|  |  |  | Other   |   |  |                                      |
| State of Arizona and the Departn as required by statute, contract, that any insurance available to the that may be available.  Name and Address of Certificate | purchase order, or otherwise<br>Ie named insured shall be prii | requested. It is agreed<br>mary of other sources<br>Date Issue | d changed to affec<br>days written noti<br>countersigned by<br>d:   | t the coverage availab<br>ce to the State. This C<br>v an authorized repres | expire, be canceled or<br>le to the state without<br>Certificate is not valid u<br>entative of the insuran | thirty- (30)<br>nless<br>ce company. |
|  |  | Authorized   | d Representative:   |   |  |                                      |

# # FTF-STATE-10-0230-00